

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 71
2. Contract No.		3. Solicitation No. W52P1J-06-R-0150		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2006JUN26	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSFS-CCA-M ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ AFSC CONTRACTING & PARC CENTER ATTN AMSFS-CC ROCK ISLAND, IL 61299-6500		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSFS-CC BLDG 350 CONTRACTING CTR until 04:00pm (hour) local time 2006JUL26 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name RYAN PIERCE E-mail address: RYAN.C.PIERCE@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-8446
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0150 MOD/AMD</p>	<p style="text-align: center;">Page 2 of 71</p>
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

ITEM: M935 Fuze
NSN: 1390-01-268-9155

1. This request for proposal is for the acquisition of 131,513 each M935 Fuzes. The solicitation also includes four evaluated option provisions and is restricted to U.S. and Canadian sources in accordance with FAR 6.302-3.
2. Since this acquisition is restricted to U.S. and Canada, offerors are cautioned that this requirement must be manufactured in the U.S. or Canada to include First Article Test and Components. Proposals must be submitted in U.S. Dollars. See clause 52.225-4503 (Section H) for further details regarding Restriction of Critical Items and Components.
3. It is anticipated that this action will result in a multiple year firm fixed price contract with yearly options for each FY07-FY10. Offerors are directed to Section I - Evaluated Option for Increased Quantity. Option prices are requested in range pricing as identified in Section I. The range quantities are provided for the purpose of establishing reasonable quantities against which to provide prices and to allow the Government to purchase quantities that offer the best prices.
4. The Technical Data Package (TDP) is classified as "Distribution D" which means it cannot be distributed via the internet. Distribution of the TDP is only authorized to U.S. Government agencies and private individuals or enterprises eligible to obtain export-controlled technical data in accordance with regulations implementing 10 USC 140c. A Military Critical Technical Data Agreement, DD 2345, certified by Defense Logistics Services Center, Battle Creek, MI is required. Technical Data Package cannot be forwarded to a contractor who has not been certified. A copy of the executed DD Form 2345 is required to be submitted to the Contract Specialist, Ryan Pierce at ryan.c.pierce@us.army.mil, with any request for the TDP. The form and all applicable instructions can be obtained at the following website: www.disc.dla.mil/ccal. The TDP will be sent via U.S. Mail unless the requestor provides a Federal Express account number and authorization to send the TDP via that method. Please provide a complete mailing address with your request and include the name/phone number of the person who is to receive the TDP.
5. The following item will be furnished as GFM and will be provided in sufficient quantities to the required destination for production of the basic contract quantity upon written request to the procuring contracting officer: Comp A-5, NSN: 1376-00-764-8065
6. The M935 Fuze is considered to be a sensitive ammunition/explosive item. At a minimum, safety and security pre-award surveys will be required. The physical security survey will be conducted by the cognizant defense security service office. The Defense Contract Management Agency will arrange for a pre-award survey as prescribed in DFARS 232.72 "Safeguarding Sensitive Conventional Arms, Ammunition and Explosives". In accordance with Section (c) of part 252.223-7007, a statement of work that specifies requirements found in DoD 5100.76m is attached to this solicitation. Refer to Attachment 004 entitled "Security Statement of Work (SOW) Physical Security Standards for DoD Security Risk Category III/IV Ammunition and Explosives (A&E) at Contractor-Owned, Contractor-Operated (COCO) Facilities (from DoD 5100.76m, Appendix 2)".
7. All offerors are cautioned to pay specific attention to Section L, "Information to be Submitted". Offerors should read Section M, in its entirety, very carefully. This acquisition will be awarded based on evaluation of the offerors' proposal, using the factors and subfactors listed in Section M of the Request for Proposal (RFP). The acquisition will be awarded to the offeror who provides the best value to the Government; therefore, the award may be made to other than the low offeror.
8. Offerors should also take special note of the provision at Federal Acquisition Regulation (FAR) 52.215-1, "Instructions to Offerors - Competitive Acquisition". The Government intends to award a contract resulting from this solicitation without discussions with offerors (except clarifications described in FAR 15.306(a)). Initial proposals should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.
9. Offerors are cautioned to ensure that their proposals are fully complete, including all fill-ins and blanks in the solicitation. This also includes small business subcontracting plans and written approval from the cognizant Contracting Officer to use rent-free Government owned facilities and equipment. All offers shall provide prices for items that conform to the TDP provided with this RFP ONLY. No alternate designs will be considered for award.
10. An economic price adjustment (EPA) clause for steel has been included in the solicitation, in Section I, but is not mandatory. The cost data provided in this clause will not be considered in the evaluation of price. This information will be used only in the calculation of an applicable EPA. If an offeror does not provide EPA pricing with their proposal, the Government will interpret omission as a waiver of the clause by the contractor.
11. Engineering Change Proposals (ECPs) 05-C-0009/ECP-004 and 05-C-0009/ECP-0005 have been provided as Attachments 015 and 016 to this solicitation. These ECPs are purely drafts as of the issue date of this solicitation, but are anticipated to be incorporated by the time the solicitation closes. It is requested that offerors account for these ECPs when preparing their proposals.

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For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.246-4536 LOCAL	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005
(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.			
(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:			
http://www.savi.com/downloads/JMBL/index.html			
(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SFSJM-CTA, 309-782-5206.			
(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.			

(End of narrative)

(AS7003)

A-2	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.			
(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).			
(c) You can view or obtain a copy of all clauses and provisions on the Internet at: http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm . Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.			
(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).			
(End of narrative)			

(AS7001)

[illegible]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>94266</p> <p>NOUN: M935 FUZE PRON: T16H0T20HH PRON AMD: 02 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61043</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 M6785460745012 Y00000 M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 94,266 0240</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p>TAC CODE: L201</p> <p>(End of narrative F001)</p>	94266	EA	\$ _____	\$ _____
0001AC	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>37247</p> <p>NOUN: M935 FUZE PRON: T16M0E24HH PRON AMD: 01 AMS CD: 41333584009 CUSTOMER ORDER NO: M9545006MP61058</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 M6785461325020 Y00000 M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 20,000 0240</p>	37247	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	00217,2470270 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION. TAC CODE: L201 (End of narrative F001)	94266	EA	\$ _____	\$ _____
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: FUZE M935 PRON: T16H0T20HH PRON AMD: 02 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61043 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 M6785460745012 Y00000 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 94,266 0240 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION. TAC CODE: L201 (End of narrative F001)				
0001AE	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>	37247	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: M935 FUZE PRON: T16M0E24HH PRON AMD: 01 AMS CD: 41333584009 CUSTOMER ORDER NO: M9545006MP61058</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 M6785461325020 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 20,000 0240 002 17,247 0270</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p>TAC CODE: L201</p> <p>(End of narrative F001)</p> <p>DD FORM 1423 - CONTRACT DATA REQ. LIST</p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0002				\$ ** NSP **	\$ ** NSP **

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL 9395584 with revisions in effect as of 13 DEC 2005 (except as follows):

ENGINEERING EXCEPTIONS: The Following Engineering Exceptions Apply To This Procurement Action(s):

RFD R06J7076 dated 16 January 2006 has been approved for use under this contract (Attachment 017).

The following drawing revisions are hereby incorporated:

- 9246219 - Body, Inner, Right Half, Rev N - 3/28/2006 - sheet 1 of 2 (Attachment 018)
- 9246219 - Body, Inner, Right Half, Rev N - 3/28/2006 - sheet 2 of 2 (Attachment 018)
- 9246220 - Body, Inner, Left Half, Rev N - 3/28/2006 - sheet 1 of 2 (Attachment 019)
- 9246220 - Body, Inner, Left Half, Rev N - 3/28/2006 - sheet 2 of 2 (Attachment 019)
- 9246247 - Holder, Delay Element, Rev M - 2/07/2006 - sheet 1 of 1 (Attachment 020)

The Government is waiving the requirements for interplant shipments per paragraph 4.4.2.48 and 4.4.2.49 of MIL-F-50945; however, contractor will be responsible for obtaining the required final hazard classification from the Department of Transportation per 49 CFR 173.56 and comply with clause 52.247-4504, Transportation Security Requirements for Contractor-to-Contractor shipments.

PRODUCTION STATUS REPORT

DELAYED DELIVERY STATUS REPORT: The contractor shall prepare and submit a status report monthly for production deliveries (DI-MGMT-81255) and see clause HS6026, 52.242-4558.

Delete HCSDS #1.

1. Distribution Statement A applies to the Packaging Drawings.
2. Specification A-A-3183 shall be replaced by Master Painters Institute Detailed Performance Specification MPI #11, Exterior Latex, Semi-Gloss, MPI Level 5.
3. MIL-STD-109 shall be replaced by ISO 8402 or ANSI/ASQC 8402.
4. MIL-P-64012, "PACKAGING, PACKING AND MARKING FOR SHIPMENT OF ARTILLERY TYPE AND ROCKET FUZES: GENERAL SPECIFICATION FOR", is not applicable to this procurement. Packaging, packing, marking and unitization of the M935 fuzes shall be in accordance with the packaging drawings cited in Section B of the TDPL.
5. DOCUMENT ADD
19-48-4116/157E rev 01
7255113 rev -
6. DOCUMENT DELETE
8796522 X
9390425 X

7. The following paragraphs specify Performance Oriented Packaging (POP) Test and Heat Treatment of Wood requirements shall be included in this contract:

"Performance Oriented Packaging: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. POP marking shall not be applied to the container until verified by the government. A copy of the POP test report

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for the M548 container can be requested from U.S. Army ARDEC, Attn: AMSRD-AAR-AIL-P (Bldg. 455), Picatinny Arsenal, NJ 07806-5000.

"Wood Packaging Materials - The following applies if heat-treatment of wood is specified in the contract: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority by the U.S. Department of Agriculture. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides."

ALL PRODUCT DRAWINGS ARE DISTRIBUTION STATEMENT A (UNLIMITED)

DWG 9299421 IN NOTE 2 TO READ "...LATCH SAFETY 9246232.." IN LIEU OF "9236232"

DWG 9246626 IN NOTE 6 "QQ-P-35, FINISH 5.4.1" REPLACE BY "ASTM A380"

DWG 8840604, NOTE 2: MIL-C-21768 REPLACED BY ASTM B36, UNS NO. C22000.

DWG 8840607, NOTE 2: JAN-G-96 REPLACED BY MIL-G-96.

ON THE FOLLOWING DRAWINGS: 9231372, 9231373, 9231383, 9231384 AND 9231385: DELETE MIL-D-1000 REPLACED BY DOD-D-1000

DWG 9231373 NOTE 3: CHANGE APPROVED SOURCE OF SUPPLY TO : W.R.GRACE AND CO., GRACE DIVISION, 7500 GRACE DRIVE, COLUMBIA , MD21044, PART NO. RAREOXNO. 14, CODE 5080 REGULAR.

DWG 9231375: REMOVE NOTE 4 FROM THE DRAWING.

DWG 9231376, NOTE 3: MIL-N-244 REPLACED BY MIL-DTL-244.

DWG 9234579, NOTE 4: MIL-R-398 REPLACED BY MIL-DTL 398, TYPE II, CLASS 3.

DWG 9234581, NOTE 2: QQ-S-763 REPLACED BY SAE-AMS-QQ-S-763.

DWG 9234582, NOTE 2: MIL-W-52263 REPLACED BY ASTM A555 AND ASTM A581.

DWG 9234583, NOTE 2: MIL-R-398 REPLACED BY MIL-DTL 398, TYPE I OR TYPE II, CLASS 3.

DWG 9243921, NOTE 4: MIL-R-398 REPLACED BY MIL-DTL 398, TYPE I OR TYPE II, CLASS 3.
NOTE 15: TT-S-271 REPLACED BY ASTM D237.

ON THE FOLLOWING DRAWINGS: 9246216, 9246219, 9246220, 9246232 AND 9246247: DELETE MIL-STD-171, FINISH 6.1.2 REPLACED BY ASTM D2092, METHOD B.

DWG 9246226, NOTE 5: MIL-H-6875 REPLACED BY SAE-AMS-H-6875.
NOTE 6: CHANGE TO READ: "CLEAN IN ACCORDANCE WITH ASTM A380, PASSIVATE IN ACCORDANCE WITH ASTM A967."

DWG 9246240, NOTE 14: MIL-C-81562 REPLACED BY SAE-AMS-H 81562.
MS51923 REPLACED BY NASM51923 (PART NO. MS15923-185)
MS16629-1106 OR MS16629-2016 REPLACED BY ASME B18.24.3(PART NO. R273NAB0106NN056NNPF1, R273NAB0106NN056NNEF1 OR R273NAB0106NN056NNDD1).

DWG 9255175, INGREDIENTS TABLE: MIL-E-463 REPLACED BY A-A-59342

DWG 9255259, CHANGE NOTE 2 TO READ: "MATERIAL: -ROLL FELT, CLASS 26R3, ASTM D2475 AND ASTM D461."

DWG 9255261, NOTE 4: MIL-G-4343 REPLACED BY SAE-AMS-G-4343
MS28775 REPLACED BY SAE-AS28775 (PART NO'S. MS28775-015 AND MS28775-024).

DWG 9272251, NOTE 5: CHANGE APPROVED SOURCE OF SUPPLY TO: HENKEL ADHESIVES CO., 710 OHIO ST., BUFFALO, NY, 14203-3112, CAGE CODE: 77282, PART NO> PROXSEAL F9225N.

DWG 9298875, NOTE 2: PPP-T-60 REPLACED BY ASTM D4586, TYPE I, CLASS 1.
NOTE 3: L-T-90 REPLACED BY A-A-113 TYPE I, CLASS B

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DWG 9299241: MS16562 REPLACED BY NASM16562 (PART NO. MS16562-190)
MS39086 REPLACED BY NASM39086 (PART NO. MS39086-100)
NOTE 2: CHANGE TO READ: "LATCH, SAFETY - 9246232"

DWG 12983043, NOTE 4: ASNI B46.1 REPLACED BY ASME B46.1

OBSOLETE THE FOLLOWING PARTS LISTS FOR THE TDP: 9243921, 9255256, 9234683, 9246240, 9246244, 9246262, 9246272, 9299421, 9246246 AND 9231376.

THE FOLLOWING ARE CHANGES TO CONSOLIDATE THE BALLISTIC TESTING OF MIL-F-50945D, AMENDMENT 9 AND MIL-F-48172, AMENDMENT 7.

CONSOLIDATED BALLISTIC FIRST ARTICLE TESTS FOR M935 FUZE

Arming Safety Test at 70 F (Chg 0, SQ) 12 (a)

Functioning Test at Charge 0, SQ
At -50 F 30 (b)
At 70 F 20 (b)
At 145 F 30 (b)

Functioning Tests at Charge 4, SQ
At -50 F 30 (b)
At 70 F 20 (b)
At 145 F 30 (b)

Transportation Vibration Tests at 70 F
Charge 0, SQ 20 (b)
Charge 4, SQ 20 (b)
Charge 0, Delay 5 (c)

Funtioning Tests at 70 F, Delay
Charge 0 10 (c)
Charge 4 15 (c)

TOTAL SAMPLES TESTED = 242
(a) No fuzes shall function at 100 meters impact point
(b) Total samples 200; 4 duds allowed
(c) no prematures allowed; all other defects info only

CONSOLIDATED BALLISTIC LOT ACCEPTANCE TESTS FOR M935 FUZE UNTIL 3 CONSECUTIVE LOTS PASS TEST

Arming Safety Test at 70 F (Chg 0, SQ) 12 (a)

Functioning Test at Charge 0, SQ
At -50 F 20 (b)
At 70 F 20 (b)
At 145 F 20 (b)

Functioning Tests at Charge 4, SQ
At -50 F 20 (b)
At 70 F 20 (b)
At 145 F 20 (b)

Transportation Vibration Tests at 70 F
Charge 0, SQ 10 (c)
Charge Maximum, SQ
Charge 0, Delay

Funtioning Tests at 70 F, Delay
Charge 0 5 (d)
Charge 4 5 (d)

TOTAL SAMPLES TESTED Total = 152

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- (a) No fuzes shall function at 100 meters impact point
- (b) Total samples 120; 3 duds allowed, 0 prematures
- (c) One dud allowed, 0 prematures
- (d) no prematures allowed; all other defects info only

BALLISTIC LOT ACCEPTANCE TESTS FOR M935 FUZE AFTER THREE CONSECUTIVE SUCCESSFUL LOTS

Arming Safety Test at 70 F (Chg 0, SQ) 12 (a)

Functioning Test at Charge 0, SQ

- At -50 F 15 (b)
- At 70 F 10 (b)
- At 145 F 15 (b)

Functioning Tests at Charge 4, SQ

- At -50 F 15 (b)
- At 70 F 10 (b)
- At 145 F 15 (b)

Transportation Vibration Tests at 70 F

- Charge 0, SQ 10 (c)
- Charge Maximum, SQ
- Charge 0, Delay

Funtioning Tests at 70 F, Delay

- Charge 0 5 (d)
- Charge 4 5 (d)

TOTAL SAMPLES TESTED Total = 112

- (a) No failures allowed
- (b) Total 80; two duds allowed
- (c) One dud allowed, 0 prematures
- (d) no prematures allowed; all other defects info only

MIL-F-50945D, WITH AMENDMENT 9, PARAGRAPH 4.4.2.47, DELETE UNDER CONTRACTOR FACILITY, "CRITICAL I - 1. JOLT AND JUMBLE ... 12 (a) ...3.10 ... 4.5.10" IN ITS ENTIRETY

DOCUMENT:	DELETE:	REPLACE WITH:	ADD:
7258943	MIL-STD-109	ISO 8402 or ANSI/ASQC 8402	- -
9201172	QQ-S-633	ASTM A575	- -
EL 8840605	- -	- -	7255113

9200390. The proper Sleeve is 7259412, a metal aluminum Sleeve, which was referenced in a Contractor style drawing of the same Test Fixture. ADD 7259412.

(End of statement of work)

(CS6100)

C-2 52.247-4503 STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS MAR/2004

LOCAL

Supplies procured under this contract are identified as Sensitive Category IV, requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logisitics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DoD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

(CS6101)

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C-3 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR NOV/2005
 LOCAL BALLISTIC TESTING

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

[ttp://aeps.ria.army.mil/aepspublic.cfm](http://aeps.ria.army.mil/aepspublic.cfm)

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)
 Supervisor Name
 Supervisor E-Mail
 Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
 Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
 Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
 Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:
<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

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AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeprs.ria.army.mil/aeprsqc.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeprs.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeprs.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeprs.ria.army.mil/help/aeprshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(g) Report of Contractor Ballistic Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

(3) The LATR tab on the WARP opening page provides access to the upload process.

(4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

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(5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

C-4	52.246-4536	STATEMENT OF WORK - 2-D BAR CODING VERIFICATION	JUL/2005
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LOCAL

(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.

(b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.

(c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.

(d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.

(e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.

(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

C-5	52.246-4563	STATEMENT OF WORK - PROPELLANT REASSESSMENT	NOV/2005
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a. In order to determine the functional serviceability of propellant prior to loading into a component item, the systems contractor/producer is responsible for submitting a sample of the propellant lot(s) with a date of manufacture beyond two years of contract award for testing at:

Headquarters, Army Armament Research, Development and Engineering Center (ARDEC)
Propellant Laboratory
Attn: AMSTA-AR-WEE-E, Bldg 938
Picatinny Arsenal, NJ 07806-5000

b. The sample or samples shall be submitted not less than 120 days prior to the date that loading is to commence. The following information shall accompany the sample shipment:

- (1) Point of contact information at the systems contractor/producers facility.
- (2) Lot number(s) and NSN of propellant/propelling charge requiring assessment.
- (3) Estimated start date of project requiring reassessment.
- (4) Propellant/Propelling Charge Lot number(s).
- (5) Serial or identification numbers of the propellant containers/drums.

c. Sample selection will be accomplished by or in the presence of a Government Quality Assurance Representative. The sample shall represent the lot(s) undergoing test.

(1) The following table shall be used when determining the number of representative samples that must be selected:

Propellant Type	# Drums Per Lot	Sample Size
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M2, M9 Flake,	1 to 5	1 pound
Spheroidal Ball,	6 to 14	2 pounds*
60, 81 & 120mm Mortar, Artillery	15 to 29	3 pounds*
	30 plus	5 pounds*
Stick	# Boxes Per Lot	may be cut to appropriate length per QAR to accomodate shipping container
	1 to 5	1 pound
	6 to 14	2 pounds*
	15 to 29	3 pounds*
	30 plus	5 pounds*
Propelling Charges	Standard units of issue to closely approximate 1/2 pound of charge weight per lot	1/2 pound

*The number of pounds indicates the different number of drums/containers that shall be sampled.

(2) Randomly select the propellant drums/boxes in accordance with the required sample size, and remove to a propellant holding area approved by the Government for a minimum of 36 hours to permit the contents of the drum/boxes to acclimate to ambient temperature. The individual sample containers/bags, shall be adjacent to the drums/boxes. One at a time, open each drum/box and with a clean, brass conductive scoop or a non-sparking cutting device for stick propellant, and remove the required sample, place in the sample container/bag and immediately seal. After sampling is performed immediately reseal the drum/box the sample was drawn from. Continue until all samples are selected, using one bag or container per drum or box to collect the sample. Mark each individual sample with the propellant lot number, drum/box number from which the sample was removed, and annotate with the ship to address identified in paragraph a.

d. The sample shall be prepared for shipment to ARDEC in accordance with the following:

(1) Place bulk propellant samples in a clean and dry watervapor proof antistatic bag or container of minimum size to hold the sample and to allow for grounding as required. Seal bag by one of the following methods:

(a) folding the opening over three times to close and apply two single wraps of tape that overlaps itself a minimum of one inch.

(b) gather the opening together and tie with a twist tie.

(2) Propellant shall not be removed from increment bags.

(3) Large grain or stick propellant shall be individually wrapped in plastic or be bagged and taped.

(4) Outer pack for samples shall consist of standard ammunition packs meeting the requirements of Title 49, Code of Federal Regulations or latest Bureau of Explosives (BOE) Tariff 6000.

e. The results of the propellant reassessment pertaining to its suitability for use shall be provided by the PCO within 90 days after submittal to the laboratory at ARDEC.

(End of statement of work)

(CS7700)

C-6 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION
LOCAL

MAY/2001

(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

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(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

C-7 ADDITIONAL INFORMATION

All reports will be in the English Language. Customer is the U.S. Marine Corps programs Department, Fallbrook, CA and the U.S. Army. Sample Ammunition Data Card (ADC) shall be submitted for review by MCPD, Fallbrook, CA, (USA) and The Joint Munitions Command, SFSJM-CDA, 1 Rock Island Arsenal, Rock Island, IL 61299-5500 (USA) . All copies of SPC, General and Detail Plans, Alternated Critical Nonconformance Plans (ACNCP) and any Quality Program or Inspection Test Plans shall be submitted to MCPD at: flbk_mcpdqa@navy.mil; and to Rudolph.Rasso@us.army.mil; MCPD POC is Mr. Gary Smith. DSN: 873-3568. JMC POC is Mr. Rudy Rasso, DSN: 793-2524. Approval authority shall be with the PCO and is withheld from the ACO. Approval of the SPC and General Plan is required prior to commencing Production. MCPD shall receive for review all AIE Drawings that are applicable for this procurement.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997
(a) Packaging shall be in accordance with 9381686 revision E, dated 14 JUL 2000.			
(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.			
(c) Marking shall be in accordance with 9381686, Revision E, dated 14 July 2000. 2-D Bar Code markings are required in accordance with 12999545, Revision B, dated 7 July 2005.			
EXCEPTION: The following shall apply to drawing 9381686, Revision E, dated 14 July 2000:			
PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING: Shall be in accordance with Engineering Exceptions found on Section C. DI-PACK-81059 applies.			
PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.			
EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 9381686. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.			
(End of clause)			
(DS6303)			

D-2	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
Palletization shall be in accordance with 19-48-4116/157E, revision 4, dated June 2003 and 19-48-4116, Revision 9, dated August 2005. Marking shall be in accordance with ACV00561, Revision D, dated 7 October 2005.			
Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.			
(End of clause)			
(DS6204)			

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SECTION E - INSPECTION AND ACCEPTANCE

1. Pre-production plan submittals: Offerors shall include the cost of submitting new pre-production documents as required by the solicitation in their proposed prices, however, the Government recognizes that some pre-production planning documents that offerors may have approval for under other Government contracts may also be applicable under this acquisition. Therefore, offerors will have the opportunity to submit requests to the Government for approval of previously approved pre-production documents. These requests will not be submitted to the Government until after contract award, however, in order to ensure that the Government will be given any cost reductions associated with an approval of a previously approved document, request that offerors provide a unit cost deduction for each of the following requirements. A worksheet has been provided at attachment 014 to submit the unit cost information. The unit price cost deduction only applies to the base year quantity (131,513 each) If no unit cost information is provided, the Government will not consider any approvals for previously approved pre-production documents. This requirement applies to:

a. CDRL A001 - IAW Section E clause 52.246-4550 (QA Plan)
Successful offeror will be required to submit the following information for previously approved plan:

- Contract, approval date, and approving authority
- revisions since approval

b. CDRL A002 - IAW Section E clause 52.246-4506 Part I (General SPC)
Successful offeror will be required to submit the following information for previously approved plans:

- contract, approval date, and approving authority
- revisions since approval

c. CDRL A004 - IAW Section E clause 52.246-4531, paragraph (d). (AIE)
Successful offeror will be required to submit the following information for previously approved plan:

- equipment list cover by request
- contract, approval (revision and date), and approving authority

If a partial approval is provided by the Government for a previously approved plan, unit cost deduction will be negotiated at time of partial plan approval.

NOTE: This cost/pricing data will not will not be considered in the evaluation of offered prices. This information will only be used in the event the Government approves use of the Contractors previously-approved pre-production plan.

*** END OF NARRATIVE E 001 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4511 LOCAL	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
(a) The first article shall consist of: See MIL-F-50945D and MIL-F-48172 and current amendments; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and			

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drawings listed in the Technical Data Package.

(b) The first article shall be delivered to: TBD. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

(c) The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(d) Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: NONE. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

(e) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(f) Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of clause)

(ES6033)

E-4 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) MAY/1994
LOCAL

(a) The first article shall consist of:

Items and Quantities cited in MIL-F-50945D(AR) AMEND 9, 30 September 2002, and MIL-F-48172(AR) w/AMEND 7, July 1998, and other associated documents.

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

(b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been

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performed previously and certificates of conformance are submitted with the First Article Test Report.

- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.
- (d) The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.
- (e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished from QAR to the JMC and MCPD, 700 Ammunition Road, Fallbrook, CA 92028-3187.
- (f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-5	52.246-4530	SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)	MAY/1994
	LOCAL		
(a) A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of: SEE TDP 9395584, DATED 13 DEC 2005. The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:			
TEST	REQUIREMENTS	SAMPLE	
BLAT	SEE MIL-SPEC	SEE MIL-SPEC	
TEST FACILITY: TBD			
(b) When the production lot sample consists of components parts which require uploading at a Government Load, Assemble, and Pack (LAP) facility, and a shipping address is provided below, the contractor shall ship the sample units as specified above directly to the LAP facility. The LAP facility, upon completion of the uploading, will be responsible for shipping the samples to the tests facility indicated above in paragraph (a).			
LAP FACILITY: TBD			

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- (c) The sample units shall be randomly selected from the entire lot by or in the presence of the Government Quality Assurance Representative. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.
- (d) Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specifications) and drawing(s) unless authorized by the Contracting Officer.
- (e) Unless authorized by the Contracting Officer, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the Contracting Officer that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.
- (f) If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs and the applicable Ballistic Test Request (BTR) number shall be stenciled on all outer packs and included on all shipping documents.
- (g) The Contracting Officer shall by written notice to the Contractor within 45 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.
- (h) If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.
- (i) If a ballistic test sample fails to meet contractual performance or functional requirements, the Contractor shall reimburse the Government for transportation costs associated with the failing sample, including the cost of transportation protective service and transportation security requirements when such security is required by other provision of this contract. An exception to this requirement for reimbursement of Government transportation costs will occur if the Government determines that the functional test samples failed to meet contractual performance requirements through no fault of the contractor.
- (j) If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. Therefore, this contract may be subject to termination for default. Failure of the Government in such an event to terminate this contract for default shall not relieve the Contractor of the responsibility to meet the delivery schedule for production quantities.
- (k) In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in paragraph g above, the Contracting Officer shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause. Failure to agree to any adjustment shall be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled Disputes.

(End of clause)

(ES6035)

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|-----|-------------|---|----------|
| E-6 | 52.246-4550 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/2004 |
| | LOCAL | | |
- (a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.
- (b) The Contractor shall comply with:
- () ISO 9002
 - (X) ISO 9001-2000; only design/development exclusions permitted
 - () ISO 9001-2000; no exclusions permitted

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or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-7	52.245-4545	MIL-STD-1916	OCT/2000
	LOCAL		

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-8	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAR/2006
Part I General Statistical Process Control Requirements			

(a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

(b) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

(c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

(d) A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Part II of this clause. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

(e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is

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available through the Contracting Officer.

(f) Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

(g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

(h) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

(i) The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

(j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

(k) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (g) above.

(1) Not used.

(m) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

(n) The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

Part II Detailed requirements pertaining to plan submittal

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In accordance with DI-MGMT-80004 and Part I of this clause, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

1.1 Policy/Scope:

Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document:

List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

1.3 SPC Management Structure:

Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.) Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.)

1.4 SPC Training:

Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

1.5 Manufacturing Controls:

Identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied. Repeatability and accuracy of gages should be addressed.

1.6 Determination of SPC Use:

Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis; analysis of characteristics with tight tolerances, etc.)

1.7 Process Stability and Capability:

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as a result of each process capability study. Describe the contractor's methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable Data. Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

(2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk=1.33).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal. (Cpk less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

1.8 Control Chart Policy:

a. Type of charts to be used (i.e., x bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

b. Procedures for establishing and updating control limits, including frequency of adjustments.

c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

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d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

1.9 Vendor/Subcontractor Purchase Controls:

Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often; what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

1.10 SPC Audit System:

At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

1.11 SPC Records:

Identify various records to be used in support of SPC and describe their use. Identify retention periods.

2.0 Detailed Plan:

This section shall detail specific manufacturing process/operation parameters under control.

2.1 Control of Process/Operation Parameters or Characteristics:

- a. Identify the following for each process/operation by name or characteristic under control:
 - (1) Identify process/operation by name or characteristic and provide rationale for selection; justification for non-selection if the parameter or characteristic is identified as critical, special and/or major.
 - (2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.
 - (3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.
 - (4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.
- 2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

Part III - Additional SPC Requirements

The following guidance is provided regarding the requirement for Process Controls/ Statistical Process Controls (SPC). The SPC requirements apply whether the product is produced at the prime contractor facility or subcontractor/vendor facility. All critical and major characteristics in the technical specifications must be reviewed for process controls / SPC. The default process control method is monitoring using X Bar and R charts. Other means of process controls / SPC may be acceptable to the Government; however, the Government makes no commitment to accept any methods of process controls / SPC other than X Bar and R charts.

The contractor is encouraged to perform Process Controls/ Statistical Process Controls on additional characteristics based on his manufacturing/production/assembly processes. MIL-HDBK-1916 can be used as a reference when evaluating and selecting characteristics for Process Controls/SPC. The contractor should perform pareto analysis or similar analytical techniques (Flow Diagrams, Process Maps, Process Failure Mode and Effects Analysis (FMEA), etc.) on previous production or future production processes to identify potential characteristics for process control/SPC.

The contractor should consider the below SPC requirements as well as any additional SPC when establishing his bid for this solicitation. At a minimum the following characteristics shall be subjected to the application of SPC techniques as identified:

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Written justifications per paragraph Part I (e) of the SPC general requirements apply only for the above characteristics. In lieu of the three year maintenance period specified in Part I (f), the Contractor shall maintain the collection of charts traceable to the product for the period the contract is still open.

(End of clause)

(ES7034)

E-9	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	LOCAL		

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-10	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	LOCAL		

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

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(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-11 52.246-4532 DESTRUCTIVE TESTING MAY/1994
LOCAL

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-12 52.246-4552 CRITICAL CHARACTERISTICS FEB/2004
LOCAL

(a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

(b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

(c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

(d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

(e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the

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contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.

The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.
- (f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:
 - (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
 - (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.
 - (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
 - (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
 - (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
 - (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
 - (g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
 - (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
 - (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
 - (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
 - (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

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(h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

(i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-9	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		
F-10	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
_____, wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-11	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR	MAR/2004
	LOCAL	SHIPMENTS	

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

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F-12 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-13 52.247-4533 ACCELERATED DELIVERIES, CONTRACTOR INITIATED MAR/1988
LOCAL

Contractor shall not make deliveries earlier than the dates specified in the delivery schedule without the specific written authorization of the Contracting Officer.

(End of clause)

(FS7405)

F-14 52.247-4551 SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

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(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JUN/2005
(a) Definitions. As used in this clause			

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit

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cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
 - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
NONE	NONE

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- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ____.
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
 - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
 - (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
 - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
 - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and
 - (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
 - (i) The Contractor shall
 - (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
 - (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
 - (ii) The issuing agency code
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.
 - (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
 - (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
 - (2) Unique item identifier type.
 - (3) Issuing agency code (if concatenated unique item identifier is used).
 - (4) Enterprise identifier (if concatenated unique item identifier is used).
 - (5) Original part number.
 - (6) Lot or batch number.
 - (7) Current part number (if not the same as the original part number).
 - (8) Current part number effective date.
 - (9) Serial number.

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(10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-3	52.225-4503	RESTRICTION OF CRITICAL ITEMS AND COMPONENTS	FEB/1993
	LOCAL		

(a) The items and components listed in paragraphs (b) and (c) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base.

(b) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as material in the mill forms and shapes normally produced for commercial use.

M935 Fuze, NSN 1390-01-268-9155, and all components

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada.

(d) The failure of the Contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

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(e) The Contractor will insert the substance of this clause, including this paragraph (e), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

(End of clause)

(HS6306)

H-4	52.242-4558	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS	JUN/1996
	LOCAL	REPORTS	

(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

(b) The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed via email as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	cheryl.nielsen@us.army.mil	1
Administration Office (ACO)	See Award Document	3
Production Manager	ssarullo@pica.army.mil	1
Project Manager	tmckimm@pica.army.mil	1

(End of clause)

(HS6026)

H-5	52.245-4506	GOVERNMENT FURNISHED PROPERTY	OCT/1994
	LOCAL		
Schedule of Government Furnished Property			

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 013 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 013 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 013 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein (SEE ATTACHMENT 013) is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-6	52.246-4557	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
	LOCAL		

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

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1. Purchasing Office

COMMANDER
U.S. ARMY FIELD SUPPORT COMMAND
ATTN: AMSFS-CCA-M
1 ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299-6500

2. Production Management

COMMANDER
U.S. ARMY FIELD SUPPORT COMMAND
ATTN: AMSFS-CDA
1 ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299-6500

3. Additionally, furnish one copy of each DD Form 250, either hard copy or via electronic means, to:

MARINE CORPS LIASON OFFICER
HQ, JMC (ATTN: MCLNO-LMA)
1 ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299-6500

AND

COMMANDING GENERAL
MARCORSYSCOM
ATTN: 204 PM-AMMO
2200 LESTER STREET
QUANTICO, VA 22134

3. Send additional copies to the addresses above in accordance with Table 1 and Table 2.

(End of clause)

(HS6025)

H-7	52.223-4556	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING	JUN/1999
	LOCAL	CONTRACT COMPLETION OR TERMINATION	

The following requirements apply to Government-Furnished Material (GFM) Ammunition and Explosives (A&E). All A&E are potentially hazardous and tend toward less stability with the passage of time. In particular, A&E containing nitrocellulose-based components (such as propellants) or nitrate ester-based components (such as nitroglycerine) loses stability with time.

(a) Within 30 days of completion or termination of the contract, the contractor shall request disposition instructions from the contracting officer for any residual GFM A&E, regardless of condition. The condition of all such GFM A&E, identified by contract number, and NSN or part number, will be indicated in the request. The contracting officer shall provide disposition instructions to the contractor within 90 days of the request.

(b) If the contractor has the capability to dispose of these materials at its facility, and is instructed to dispose of the materials through disposition instructions, the contractor shall provide notification to the contracting officer of the destruction of the materials. The notification shall include the contract number, NSN or part number, lot number, nomenclature, and quantity or weight of materials destroyed, and the date of destruction.

(c) The contractor shall manage (to include the treatment, storage and disposal of) all GFM A&E in accordance with all applicable state and federal regulations.

(End of clause)

(HS7500)

H-8	52.242-4591	CONTRACTOR PERFORMANCE INFORMATION	DEC/2005
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The successful offeror/bidder under this solicitation is advised that after contract award its performance under this

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contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-9	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	LOCAL		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of clause)

(HS7600)

TECHNOLOGY INSERTION CLAUSE

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At any time during the course of this contract, the government may require, at its option, the insertion of state-of-the-art, advanced or alternate technology into the items called for under the contract, including a retrofit program if desired. Government directed technology upgrades will be initiated through a contract modification via a mandatory ECP of by mandating the insertion of a government directed commercial component(s) or military hardware. The insertion may be limited to certain CLINS and quantities at the Government's discretion. If a government directed technology insertion will cause an increase or decrease in the cost or time required for performance of this contract, an equitable adjustment shall be negotiated and incorporated into the contract.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) - ALTERNATE I	JAN/1997
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II	OCT/2001
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-21	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-22	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-30	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-32	52.224-2	PRIVACY ACT	APR/1984
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-38	52.232-11	EXTRAS	APR/1984
I-39	52.232-16	PROGRESS PAYMENTS	APR/2003
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	OCT/2003
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-47	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-50	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-51	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-52	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-53	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-55	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-56	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-57	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-58	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-59	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-60	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-64	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-67	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-68	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-69	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-70	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-71	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-72	252.223-7003	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-73	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-74	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-75	252.225-7013	DUTY-FREE ENTRY	JUN/2006
I-76	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/2005
I-77	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-78	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-79	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-80	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-81	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-82	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-83	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-84	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-85	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	NOV/2004
I-86	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING	SEP/1989

(a) The Contractor shall deliver *_unit(s) of Lot/Item * within ** calendar days from the date of this contract to the Government at TBD for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

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(b) Within 15 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

(IF8003)

I-87 52.248-1 VALUE ENGINEERING FEB/2000

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-88 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1989
(a) This solicitation includes an evaluated option (See Section M).

(b) The Government reserves the right to increase the quantity of CLIN 0001 by a quantity of up to and including but not exceeding the maximum amounts listed below for FY07 through FY10 as an evaluated option. Option pricing will be evaluated using the price offered for the most probable quantity for each fiscal year.

(c) If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for CLIN 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

(d) The Contracting Officer may exercise the evaluated option at any time after award of contract and up to and including 30 Sep 2007 for the FY07 option, any time after 30 Sep 2007 and up to and including 30 Sep 2008 for the FY08 option, any time after 30 Sep 2008 and up to and including 30 Sep 2009 for the FY09 option, and any time after 30 Sep 2009 and up to and including 30 Sep 2010 for the FY10 option by giving written notice to the Contractor.

(e) Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

(f) Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

(g) Offered Unit Prices for the Option Quantities are:

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Evaluated Option
(F.O.B. Origin)
CLIN 0001

		<u>Unit Price</u>	
FY07 Option	Range		
	1	\$ _____	1 - 100,000 each
	2	\$ _____	100,001 - 200,000 each
	3	\$ _____	200,001 - 300,000 each
	4	\$ _____	300,001 - 391,595 each - MOST PROBABLE QUANTITY
FY08 Option	1	\$ _____	1 - 85,000 each
	2	\$ _____	85,001 - 175,000 each
	3	\$ _____	175,001 - 260,000 each - MOST PROBABLE QUANTITY
FY09 Option	1	\$ _____	1 - 75,000 each
	2	\$ _____	75,001 - 150,000 each
	3	\$ _____	150,001 - 223,320 each - MOST PROBABLE QUANTITY
FY10 Option	1	\$ _____	1 - 75,000 each
	2	\$ _____	75,001 - 150,000 each
	3	\$ _____	150,001 - 221,388 each - MOST PROBABLE QUANTITY

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity. If more than one order is placed in an option year, the unit prices shall be retroactively adjusted to the range prices for the total quantity ordered for that option year.

(End of clause)

(IF6080)

I-89 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL
(If none, insert "None") IDENTIFICATION NO.

(End of clause)

(IF6350)

I-90 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be

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negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment

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shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-91 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of defects.

(End of clause)

(IF6070)

I-92 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

DFARS

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
Fuze, Point Detonating	1390-01-268-9155	IV
High Explosive Material	1390-01-764-8065	III

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier:

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in

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connection with the performance of this contract.

(End of clause)

(IA6200)

I-93 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

(IF7018)

I-94 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS FEB/2006

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

I-95 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-96 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the

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prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-97	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-98	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	NOV/2005
	DFARS	CONTRACTS)	

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-99	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	LOCAL		

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the

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Government and the Contractor.

(End of clause)

(IS7025)

I-100 252.219-7012 DOD MENTOR-PROTEGE PROGRAM NOV/2005
a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-101 52.229-4562 CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992
LOCAL

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of clause)

(IS7002)

I-102 52.246-4551 SUPPLEMENTAL WARRANTY INFORMATION JAN/2006

(a) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out of provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(b) For purpose of identifying the warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of the quantity) and ends on (enter the date of the end of the warranty period for the quantity)."

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) as applicable) begins on the date of the acceptance of the lot and ends (enter the length of the warranty period) days later."

(End of clause)

(IS7070)

I-105 Economic Price Adjustment-Material (Steel and Aluminum)

(a) This clause applies to the unit price(s) for steel and aluminum only. The amount of increases or decreases will be limited to

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the unit price(s) of the actual material (steel and/or aluminum) only and shall not include such costs as labor, overhead, G&A and profit. The Contractor shall notify the Contracting Officer if, at any time during contract performance, the unit price(s) for steel and aluminum either increases or decreases. For the purpose of defining contract performance the basic contract and any options are considered to be individual performance periods and will be considered independent of each other. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit price(s) to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal. (b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit price(s) and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in unit price(s) of steel results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the unit price(s) of material (steel) as proposed to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date. (c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit price(s) of the increases or decreases in the unit price(s) for steel. There shall be no adjustment for- (i) Supplies or services for which the production cost is not affected by such changes; (ii) Changes in unit price(s) other than those proposed; or (iii) Changes in the quantities of material (steel and aluminum) used from those proposed for each item. (2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause. (3) There shall be no adjustment for any change in the unit price(s) for material (steel and/or aluminum) which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause. If the contractor anticipates such an adjustment will be required they shall inform the Contracting Officer no later than 90 days prior to final delivery during any performance period.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price during any performance period of the contract. There is no percentage limitation on the amount of decreases that may be made under this clause. (d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of material (steel and/or aluminum) during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. Notwithstanding any other requirement of this clause the contractor shall provide to the Contracting Officer, on a semi-annual basis, in a form to be negotiated, information pertaining to actual or anticipated increases or decreases to the unit price(s) for material (steel and/or aluminum). As also required by this provision the contractor shall complete the information required below for each material (steel and/or aluminum):

	FY06			
BASIC				
Proposed Material Lbs Per Projectile	_____			
Proposed Material Unit Price	_____			
	FY07	FY08	FY09	FY10
OPTIONS				
Proposed Material Lbs Per Projectile	_____	_____	_____	_____
Range 1 Proposed Material Unit Price	_____	_____	_____	_____
Range 2 Proposed Material Unit Price	_____	_____	_____	_____
Range 3 Proposed Material Unit Price	_____	_____	_____	_____
Range 4 Proposed Material Unit Price	_____	N/A	N/A	N/A

Offerors should provide the above detailed data required by the EPA Clause with their original proposal submission. Supporting documentation is also required in the form of a vendor quote, purchase order, invoices, etc., to substantiate the steel and/or aluminum unit(s) price(s) submitted above. This additional data will not be considered separately in the determination of price reasonableness. This information is used only in the calculation of an applicable request.

(End of Clause)

*** END OF NARRATIVE I 001 ***

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423		006	
Attachment 001	ADDRESS CODE LIST		001	
Attachment 002	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 003	DOCUMENT SUMMARY LIST		003	
Attachment 004	SECURITY STATEMENT OF WORK		003	
Attachment 005	ACCOUNTABILITY INSTRUCTIONS STATEMENT OF WORK		001	
Attachment 006	GUIDANCE ON DOCUMENTATION OF CDRL		002	
Attachment 007	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 008	DATA DELIVERY DESCRIPTION - ECP		009	
Attachment 009	DATA DELIVERY DESCRIPTION - NOR		002	
Attachment 010	DATA DELIVERY DESCRIPTION - RFD		004	
Attachment 011	DISCLOSURE OF LOBBYING ACTIVITIES - SF LLL		003	
Attachment 012	WARNING LABEL		001	
Attachment 013	GOVERNMENT FURNISHED MATERIAL		001	
Attachment 014	QUALITY CLAUSE UNIT PRICE DEDUCTION WORKSHEET		001	
Attachment 015	ECP 05-C-0009/ECP-004		004	
Attachment 016	ECP 05-C-0009/ECP-005		004	
Attachment 017	RFD R06J7076		001	
Attachment 018	DRAWING REVISION 9246219		002	
Attachment 019	DRAWING REVISION 9246220		002	
Attachment 020	DRAWING REVISION 9246247		001	
Attachment 021	PAST PERFORMANCE SURVEY		005	
Attachment 022	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (15 CFR 700)		003	
Attachment 023	LISTING OF GOVERNMENT-OWNED PROPERTY		002	
Attachment 024	ECP R1Q2043		007	
Attachment 025	CHARACTERISTICS FOR SPC CONTROL CHARTING		004	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	252.209-7002 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2005

K-3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2006
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993.

(2) The small business size standard is 1,500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (c) applies.
- ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

Name of Offeror or Contractor:

K-4 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES MAY/2004

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KF7003)

K-5 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-5	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-8	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
L-9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

(End of provision)

(LF6008)

L-11	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

HQ, U.S. Army Field Support Command
ATTN: Ms. Cheryl Nielsen
1 Rock Island Arsenal
Rock Island, IL 61299-6500

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

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L-12 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
DFARS

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Item	National Stock No.	Commercial Item (Y or N)	Sources of Supply			
			Company	Address	Part No.	Actual Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.
(2) If there is no national stock number, list none.
(3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
(4) For items of supply, list all sources. For technical data, list the source.
(5) For items of supply, list each source's part number for the item.
(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(c) An original and one copy of the information required above shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

(d) In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of provision)

(LA6705)

L-13 52.211-4510 PARTNERING AUG/2001
AMC

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be N/A.

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(End of provision)

(LM6100)

L-14 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(End of provision)

(LF7015)

L-15 AMC AMC-LEVEL PROTEST PROGRAM MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd. Room 2-1SE3401
Ft. Belvoir, VA 22060-5527
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-16 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, the Commerce Business Daily, and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI or the Commerce Business Daily to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulation.

Vendors Electronic Mail Address: _____

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Name of Offeror or Contractor:

(End of provision)

(LS7100)

L-17 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS NOV/2005
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-18 52.215-4578 COST DATA BREAKDOWN OCT/1997
LOCAL

Breakdowns of cost data are not requested under this solicitation inasmuch as the Contracting Officer anticipates adequate price competition. However, in the event the Contracting Officer subsequently determines that price competition is inadequate for this procurement, detailed cost data may then be requested in compliance with law and regulations.

(End of provision)

(LS7012)

L-19 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

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L-20 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

(a) Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

(b) These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

(c) If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMCMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of provision)

(LS7010)

L-21 52.247-4574 F.O.B. POINT (RFPs) SEP/1995
LOCAL

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of provision)

(LS7007)

SECTION L - INFORMATION TO BE SUBMITTED:

Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in this solicitation. The offerors must provide information in sufficient detail to allow the USG to make a Best Value assessment of the offerors Technical Approach, Past Performance, Price and Small Business Utilization.

Submission of Proposals:

a. An offerors proposal shall consist of the following:

- a. One executed and completed copy of the solicitation
- b. Volume I - Technical Approach (maximum 50 pgs.*) (6 copies)
- c. Volume II - Past Performance (5 copies)
- d. Volume III - Price (supporting Section B of the solicitation) (2 copies)
- e. Volume IV - Small Business Utilization Plan (2 copies)

NOTE: All offerors (small, large, or foreign) are required to submit a Small Business Utilization Plan

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Name of Offeror or Contractor:

* Not including the Quality Manual. All photographs are included in the page count.

Offerors complete proposal shall be forwarded to the following address:

U.S. Army Field Support Command
ATTN: AMSFS-CCA-M / Ms. Cheryl Nielsen
1 Rock Island Arsenal
Rock Island, IL 61299-6500

b. Length. Each document shall be as brief as possible, consistent with complete submission and shall not exceed the maximum of pages listed above, if applicable. Pages should not exceed 8-1/2 inches in width by 11 inches in length; foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page. The font used shall not be less than 10 pitch.

c. Deviation from Requested Format. The offeror shall provide an explanation in a clearly relatable format, such as a matrix, of any difference between the manners in which the proposal was requested and the manner in which it is actually submitted.

d. The offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offeror shall provide a proposal that, at a minimum, addresses those evaluation factors required in Section M. Each proposal shall address the requirements of Section C Description/Specifications/Work Statement.

Specific Instructions by Volume

Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the Technical Approach, Past Performance, Price, and the offerors process for encouraging Small Businesses.

As the intent is to award without discussions, the offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The index of the proposal shall contain the appropriate Volumes/titles/numbers at the beginning of the discussion text. The narrative discussions shall be related to the appropriate number at the beginning of the discussion text. All information specific to each factor will be confined to that part.

Specific Instructions by Factors/Subfactor

The offerors proposal will be submitted in separate volumes based on the factors/subfactors given as set forth below, and all information specific to each factor will be confined to each subfactor.

Volume I - Technical Approach

The Technical Approach area of the proposal shall consist of six sub-factors as follows:

- a. Quality System Plan
- b. Technical Data Management Plan
- c. Production Problem and Investigation and Resolution
- d. Component Control and Requirements Flow-Down
- e. Manufacturing Capability to Assemble Formed and Machined Components
- f. Equipment Capabilities

The proposal shall describe the processes/procedures needed to perform the contract, and must include a description of facilities, equipment, processes and capacities to satisfy all the requirements. The offeror shall clearly provide evidence that they possess the ability to meet any and all requirements in the TDP and contract. The offeror is responsible for providing sufficient detail in their presentation to permit a complete and accurate evaluation of the proposal from a Technical Approach perspective.

a. Quality System Plan (Subfactor):

The proposal must describe the offerors Quality System Plan including sufficient information to demonstrate how the offeror integrates production and technical aspects (production control, technical data, vendor control and data) to assure a quality product for delivery. The offerors entire quality manual must be submitted (open-source format, e.g. Adobe) for a verification of compliance with ISO registration (or alternate quality program) requirements. The quality system plan should provide a description of the organizational structure, responsibilities, procedures, processes, and resources for implementing quality management. Additionally, the quality system plan shall apply to, and interact with, all activities pertinent to the quality of the M935 Fuze, involving all phases from initial identification to final satisfaction of requirements and Government expectations. The scope of the quality system includes assuring the quality of both product and service elements of the purchaser/supplier relationship.

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b. Technical Data Management Plan (Subfactor):

The proposal shall provide information to describe how technical data discrepancies are managed and how corrective actions have been effectively and consistently initiated. The plan should include a strategy for the application of technical data management, collection and storage of technical data, the maintenance of stored technical data, and granting of access to technical data to authorized parties.

c. Production Problem and Investigation and Resolution (Subfactor):

The proposal shall provide a description of how the offerors production control system is capable of detecting production problems and how any problems will be resolved.

d. Component Control and Requirements Flow-Down (Subfactor):

The proposal shall describe and demonstrate, with factual data, how their vendor control plan shows a demonstrated ability to be responsive to all requirements and control the receipt of non-conforming materials and hardware.

e. Manufacturing Capability to Assemble Formed and Machined Components (Subfactor):

The proposal shall demonstrate the offerors knowledge and ability for manufacturing and assembling formed and machined components.

f. Equipment Capabilities (Subfactor):

The proposal shall describe (including photographs, if available) the type and capacity of equipment on-hand or planned to be used in support of this requirement. This display should document the offerors understanding of the equipment capabilities necessary to support this requirement, including specialized electronic equipment, laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for detection of critical defects), and test equipment. A description and maintenance plan of currently available fuze or fuze-related item test equipment/acceptance test equipment (AIE) (including photographs, if available) and information describing environmental control capabilities shall also be provided.

Volume II - Past Performance

The Past Performance area of the proposal shall consist of two subfactors as follows:

- a. On Time Delivery
- b. Quality

For the purpose of submitting proposals, a recent contract is one that meets the following time standards: 1) occurring from 3 years prior to the initial solicitation closing date up until date of award, or 2) awarded more than three years prior to the initial closing date, but for which deliveries occurred or were scheduled to occur within the three year period prior to the initial closing of this solicitation. The offeror must submit all contracts; government, commercial, FMS that meet the criteria of the definition for "Recent". Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform this item. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the USG reserves the right to determine whether an item/service is the same as or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services. Sources available to the Government other than the contractors proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award. The following information shall be submitted for each recent, relevant contract:

Name of Contracting Activity
Contract Number
Contract Type (fixed price, cost reimbursable, etc.)
Total Contract Value
Description of work or NSN, Part Number and how it is relevant
Contracting Officer/Contract Manager, current telephone number and current email address
Administrative Contracting Officer, current telephone number and current email address
A brief summary of each contract cited, addressing on time deliveries and quality sub-factors

A past performance customer survey for each contract listed completed by the applicable contracting officer. This survey should be emailed/mailed to the contracting office directly from the person(s) providing the survey. Email address to send surveys to is ryan.c.pierce@us.army.mil. Mailing address is:

Name of Offeror or Contractor:

U.S. Army Field Support Command
ATTN: AMSFS-CCA-R / Mr. Ryan Pierce
1 Rock Island Arsenal
Rock Island, IL 61299-6500

A survey is attached to this solicitation. All past performance information shall be received by contracting officer not later than 10 days prior to closing of the solicitation.

a. On-Time Delivery (sub-factor):
Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent contracting, as defined above, concerning all these covered deliveries, even though this supporting information may precede the period defined as recent. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and dollar value of all recent, relevant contracts. Where deliveries were not made in accordance with the original contract delivery schedule the offeror shall explain the cause of the deviation (slippage) as well as present the original and revised schedules.

b. Quality (sub-factor):
Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve the process and/or solve their quality problems. The offeror will be required to disclose information about previous Requests for Waiver (RFWs), Requests for Deviations (RFDs), First Article Test Failures, Lot Acceptance Failures, Ballistic Lot Acceptance Failures, Quality Deficiency Reports (QDRs), and/or other product quality or related problems. Offerors must affirm lack of any quality assurance problem as depicted above.

Sources available to the Government other than those listed in the contractors proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

Volume III - Price: Offerors shall submit prices in accordance with the requirements in Section B of the solicitation. Offerors will also submit prices in accordance with the evaluated option provision in Section I of the solicitation. All prices will be quoted in American dollars.

Volume IV - Small Business: As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

(1) All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

(2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

(3) Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
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TOTAL SB \$

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LARGE BUS.	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
EST. TOTAL CONTRACT			
EST. TOTAL SUBCONTRACTING			

(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219--8, Utilization of Small Business Concerns.

(c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

(i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.

(ii) Large business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan (and/or Alts. I and II) applied.

(iii) If the large business proposes substantially different small business utilization than experienced on the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9 (and/or Alts. I and II), shall so state.

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	52.247-49	DESTINATION UNKNOWN	APR/1984

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: Crane, IN.

(End of provision)

(MF6007)

M-4	52.209-4585 LOCAL	COST OF FIRST ARTICLE TESTING (GOVERNMENT TESTING)	SEP/1995
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(a) Evaluation of bids or offers where first article tests are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing and by subtracting the price bid, if any, for such CLIN from the total amount bid for all CLINs.

(b) Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(c) The Government is responsible for first article testing and the cost to the Government for such testing shall be a factor in the evaluation of bids for award, to the extent that such cost can be realistically estimated. Such estimated cost is \$0.00.

(End of provision)

(MS6030)

M-5	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997
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SECTION M Evaluation of Offers

Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials).

Proposals will be rated based on their response to the RFP. Only factors/sub-factors identified in Section M of the RFP will be evaluated.

Each offeror will be evaluated against the solicitation criteria. The Government will make a qualitative assessment by assigning an adjectival rating for Technical Approach, Past Performance, and Small Business Utilization. For Technical Approach a rating of Poor,

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Marginal, Good, and Excellent will be assigned. For Past Performance ratings of Poor/High Performance Risk, Adequate/Moderate Performance Risk, Excellent/Low Performance Risk and Neutral will be assigned. For Small Business the ratings of Marginal, Adequate, Good or Excellent will be assigned. Any areas of the offer requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions. The government reserves the right to award the contract based on initial proposals without conducting discussions.

Technical Approach is moderately more important than Past Performance, which are each significantly more important than Price. Price is significantly more important than Small Business Utilization. All non-price factors when combined are significantly more important than Price.

Offerors will be evaluated as follows:

Volume I - Technical Approach (Factor):

(a) Quality System Plan (Subfactor): The offerors proposal will be evaluated upon their demonstration of a plan to establish and maintain a documented quality system as a means of ensuring that product conforms to specified requirements. This shall include (1) the preparation of documented quality system procedures and instructions in accordance with the requirements of the solicitation; and (2) the effective implementation of the documented quality system procedures and instructions.

At a minimum, the quality system plan should refer to policies and procedures related to (1) specifications (including raw materials, process, product, package and label, and sales); (2) safety system; (3) purchaser service practices (including order entry system, product delivery system, and billing practices); and, (4) purchaser relation practices (including policy for sharing information, system of analyzing and resolving complaints, and system of determining purchasers needs).

The proposal will be evaluated upon how well the offerors (prime and subcontractor) quality assurance general plan meets requirements of ISO 9001/9002 or an equivalent quality program acceptable to the Government. The offerors quality presentation for this effort will be evaluated on considerations including, but not limited to, the robustness of the system in determining acceptability of the product, controlling the processes to reduce variation and to eliminate/prevent nonconformities.

(b) Technical Data Management Plan (Subfactor): The proposal shall be evaluated upon the offerors demonstration of ability to establish and maintain a plan, to include activities, requirements, guidelines, and documentation, for management of the technical data generated and used in the technical effort.

The technical data management plan will be evaluated based on the demonstration of the offerors ability to: (1) provide the basis for identifying and controlling data requirements; (2) responsively and economically acquire, access, and distribute data needed to develop, manage, operate, and support system products over their product-line life; (3) manage and disposition data as records; (4) analyze data use; (5) if any of the technical effort is performed by an external contractor, to obtain technical data feedback for managing the contracted technical effort; and, (6) assess the collection of appropriate technical data and information.

(c) Production Problem and Investigation and Resolution (Subfactor): The offerors proposal will be evaluated based on their plan of action for responding to unplanned production problems. The plan should address the offerors procedures for effectively investigating and resolving unforeseen problems. The offerors proposal will also be evaluated on their plan to interact with the Government during different phases of the program and any analysis that might be required.

(d) Component Control and Requirements Flow-Down (Subfactor): The offerors proposal will be evaluated on how well their vendor control plan demonstrates an ability to be responsive to all requirements and control the receipt of non-conforming materials and hardware.

(e) Manufacturing Capability to Assemble Formed and Machined Components (Subfactor): The offerors presentation will be evaluated on the offerors knowledge and ability for manufacturing and assembling formed and machined components.

(f) Equipment Capabilities (Subfactor): The offerors proposal will be evaluated based on the type and capacity of equipment on-hand or planned to be used in support of this requirement. It will also be evaluated upon the offerors understanding of the equipment capabilities necessary to support this requirement. The proposal should provide a description of currently available fuze or fuze-related item test equipment, information describing environmental control capabilities, as well as provide a maintenance plan for all equipment.

Quality System Plan is slightly more important than Technical Data Management Plan, which is slightly more important than Production Problem and Investigation and Resolution, Component Control and Requirements Flow-Down, and Manufacturing Capability to Assemble Formed and Machined Components, the three of which are equally important. These three subfactors are also each slightly more important than Equipment Capabilities.

Volume II - Past Performance (Factor):

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The Government shall utilize the following sub-factors to evaluate the offerors, subcontractors or partners (if applicable) past performance. The overall rating will be based on a composite rating of the following sub-factors:

(a) On-Time Delivery (Subfactor): The offeror will be evaluated as to their ability, as well as any subcontractor or partners ability to meet the required delivery schedule based on recent, relevant performance against past and current contracts. Reasons for past schedule slippages will also be evaluated.

(b) Quality (Subfactor): The offeror and subcontractor will be evaluated on its probability of quality success on this contract based on its recent, relevant past quality performance, with consideration of the following:

- Proof/objective evidence that the offerors or subcontractors quality program identifies adverse trends/deficiencies, has adequate corrective actions to correct adverse trends/deficiencies.

- The number and nature of RFWs and RFDs, and whether they were caused by the contractors, subcontractors or partners lack of process control.

- The number and nature of QDRs that were caused by the contractor, subcontractor or partner.

- The offerors quality program response to QDRs, FAT failures, lot acceptance failures, ballistic LAT failures, and other product quality problems. The offerors root cause analysis of deficiencies, corrective action(s) to prevent nonconformance and corrective action(s) to repair/rework those stocks affected by the deficiency/nonconformance.

- Whether the offeror, any subcontractor or partner had any other quality problems as identified in the PPIMS database.

Offerors must affirm the lack of any quality assurance problem as depicted above.

Quality is significantly more important than On-Time Delivery.

Volume III - Price (Factor):

(1) Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the Procuring Contracting Officer. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Government Agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1 (g), i.e. unbalanced pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

(2) The price will be an evaluation factor; however, it will not be adjectivally scored. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable. Additional weighting shall not be given to price differences between offerors after a determination of fair and reasonable is assigned.

(3) The Government will evaluate offers for award purposes by adding together the total prices proposed for the base year quantities (with first article testing) plus the highest quantity in the Most Probable Quantity Range in each option period specified in Section I to the total price for the basic requirement in Section B as well as the pricing additives mentioned below, in order to determine the overall best value to the Government. Evaluation of options will not obligate the Government to exercise the option(s). In addition, costs for GFE in possession of a contractor will be evaluated based on factors calculated as a result of the provision entitled Evaluation Procedures for use of Government Owned Production and Research Property" located in Section M. Transportation consideration will also be added to F.O.B Origin prices as provided in the offerors proposal for evaluation purposes. In addition, any other pricing related factors identified in Section M shall be applied as required by their respective provisions. The evaluation will also include the clause in Section I entitled Notice of Price Evaluation Preference for HUBZone Small Business Concerns", FAR 52.219-4.

(4) The additional price/cost data provided in the EPA clause will not be considered separately in the determination of price reasonableness. This information will only be used in the calculation of an applicable EPA.

(5) The additional price/cost data provided for the quality clauses in Section E (as submitted on Attachment 014) will not be considered in the evaluation of offered prices. This information will only be used in the event the Government approves use of the Contractors previously-approved pre-production plan.

Volume IV - Small Business Utilization (Factor)

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

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- (1) The Government will evaluate all offerors (small, large and foreign) proposed utilization of:
- Small Business (SB)
 - Small Disadvantaged Business (SDB)
 - Women-Owned Small Business (WOSB)
 - Veteran-Owned Small Business (VOSB)
 - Service Disabled Veteran-Owned Small Business (SDVOSB)
 - Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
 - Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).
- (2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business utilization.
- (3) The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:
- (a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.
 - (b) The extent of Small Business participation in terms of value of the total contract.
 - (c) Realism - To assess the realism of proposed small business utilization, the Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar products/services. This evaluation will include an assessment of:
 - (i) For small business offerors, the percent of small business utilization to total contract value on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.
 - (ii) For large business offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.
 - (iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

Rating Criteria

Definitions:

- Deficiency - A material failure of a proposal to meet the USG requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level without immediate corrective action.
- Strength - A specific aspect or attribute of an offerors proposal, which exceeds the minimum requirements of the RFP and/or enhances the probability of program success.
- Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.
- Significant Weakness - A flaw in the proposal that appreciably increases the risk to the level that the proposal may be determined technically unacceptable.

Ratings will be assigned as follows:

Technical Approach, including the sub-factors of (a) Quality System Plan, (b) Technical Data Management Plan, (c) Production Problem and Investigation and Resolution, (d) Component Control and Requirements Flow-Down, (e) Manufacturing Capability to Assemble Formed and Machined Parts, and (f) Equipment Capabilities will be rated for as Excellent, Good, Marginal or Unsatisfactory.

Excellent: The offeror has much of the required manufacturing, production, assembly, and inspection equipment available to produce the M935 Fuze or an item(s) of comparable functional complexity in accordance with the Technical Data Package. This should include an above average knowledge of specialized electronic equipment, laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for detection of critical defects), and test equipment. The offeror must also demonstrate a clear understanding

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and be in possession of a uniform management philosophy including required management plans (Quality Assurance, Technical Data Control, Production and Vendor Control) capable of leaving little doubt that the required effort can be successfully performed. The offeror demonstrates an accurate understanding of key product/process characteristics and proven quality control techniques. The offeror illustrates a full understanding of the requirements for controlling/monitoring critical defects, the importance of maintaining the necessary Acceptance Inspection Equipment (AIE) capabilities for successful performance, and demonstrates a full understanding of fuze/ammunition handling as well as storage/loading of explosive materials and components.

Good: The offeror has some of the required manufacturing, production, and assembly equipment capable of producing fuze related items. This should include a basic knowledge of specialized electronic equipment, laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for detection of critical defects), and test equipment. The offeror demonstrates a basic understanding of the importance of a uniform management philosophy and management plans (Quality Assurance, Technical Data Control, Production and Vendor Control) leaving some doubt that the required effort can be performed. The offeror demonstrates an understanding of key product/process characteristics and quality control techniques. The offeror illustrates a fundamental understanding of the requirements for controlling/monitoring critical defects, the importance of maintaining the necessary Acceptance Inspection Equipment (AIE) capabilities for performance, and demonstrates a fundamental understanding of fuze/ammunition handling as well as storage/loading of explosive materials and components.

Marginal: The offeror has little of the required manufacturing, production, and assembly equipment capable of producing fuze related items. There is marginal knowledge of electronic equipment, laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for the detection of critical defects), and test equipment. The offerors approach, although minimally adequate, does not provide a comprehensive understanding of the importance of a uniform management philosophy and management plans (Quality Assurance, Technical Data Control, Production and Vendor Control) leaving much doubt that the required effort can be performed. The offeror has a marginal understanding of key product/process characteristics and quality control techniques and their essential value for performance. The offeror illustrates a marginal understanding of the requirements for controlling/monitoring critical defects, the importance of maintaining the necessary Acceptance Inspection Equipment (AIE) capabilities for performance, and demonstrates a marginal understanding of fuze/ammunition handling as well as storage/loading of explosive materials and components.

Poor: The offeror has very little of the required manufacturing, production, and assembly equipment for producing fuze related items. There is minimal knowledge of electronic equipment, laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for the detection of critical defects), and test equipment. The offeror fails to identify the importance of incorporating a uniform management philosophy and management plans (Quality Assurance, Technical Data Control, Production and Vendor Control) and leaves extreme doubt that the required effort can be performed. The offeror has a limited understanding of key product/process characteristics and quality control techniques and their essential value for performance. The offeror lacks the ability to recognize certain requirements for controlling/monitoring critical defects, the importance of maintaining Acceptance Inspection Equipment (AIE) capabilities for performance, and demonstrates a limited understanding of fuze/ammunition handling as well as storage/loading of explosive materials and components.

The Government reserves the right to perform on-site surveys of any or all offerors for verification purposes.
 Past Performance (including the sub-factors of On-Time Delivery and Quality) will each be rated as Poor/High Performance Risk, Adequate/Moderate Performance Risk, Excellent/Low Performance Risk or Neutral based on the following.

Offerors are advised that while an offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, that Neutral rating can be considered during a trade-off analysis with other offerors who have a performance rating other than Neutral.

(a) On -Time Delivery

Poor/High Performance Risk: Based on past performance there is substantial doubt that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault, has a history of many untimely deliveries.

Adequate/Moderate Performance Risk: Based on past performance, some doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has some history of untimely deliveries. However, its deliveries are usually on time.

Excellent/Low Performance Risk: Based on past performance, essentially very little doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little or no history of not meeting required delivery schedule due to its own fault.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

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(b) Quality

Poor/High Performance Risk: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. The offeror has recent, relevant past performance with a history of experiencing many quality-related problems such as QDRs, RFWs, and FAT failures/LAT failures, ballistic LAT failures that are the fault of the offeror. There is substantial doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Adequate/Moderate Performance Risk: Some doubt exists that the offeror will successfully perform the required effort. The offeror has recent, relevant past performance and has a history of experiencing few quality problems relating to QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures that were the fault of the offeror. There is some doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Excellent/Low Performance Risk: Very little doubt exists that the offeror will successfully perform the required effort. The offeror has had recent, relevant past performance and any history of quality related problems such as QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures will not affect performance risk. There is very little doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance

Small Business Utilization

A rating will be assigned to each offerors (small, large, and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance. Offerors that have no contractual history within three years prior to the initial solicitation closing date, for the same or similar items that require (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) using SBs and/or HBCU/MIs will be treated neither favorably nor unfavorably. The following adjectival ratings will be used to rate proposals: Marginal, Adequate, Good, or Excellent.

(End of provision)

(MS6001)

M-6	52.247-4588	TRANSPORTATION EVALUATION	JAN/1995
	LOCAL		

(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at thee date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

NMFC: 064300 UFC: 059800

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

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(d) Evaluation will include the quantities and sources of government furnished material listed below.

Comp A5 MIL-E-14970 / 1376-00-764-8065

(e) For bidders whose place of performance is outside the continental United States, the transportation evaluation for container shipments will be as follows:

(1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from point of embarkation to point of debarkation.

(2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.

(3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.

(4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.

(5) Containers utilized for evaluation purposes are identified by the Transportation Containerization clause located elsewhere in this solicitation.

(End of provision)

(MS6020)

M-7 52.209-4590 FIRST ARTICLE APPROVAL SEP/1995
LOCAL

(a) Evaluation of bids or offers where first article test is waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

(b) Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of provision)

(MS7007)

M-8 52.245-4519 EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND AUG/1993
LOCAL RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

___Offer is predicated on use of Government property in offeror's possession.

___Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated

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subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula: $\sim \frac{TxRxPxS}{Q} = C$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).
R: Rental rate.
P: Production period (months).
Q: Quantity of items to be procured.
S: Pro rata share, if applicable.
C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
(i) Refuse to authorize the subcontractors use of such property, or;
(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)